

AG Contract No. KR95 1549TRN

ADOT ECS File No. JPA 95-104

Project: SB AZ 95(002)P/(008)P

Tracs No. H4086 05C/H4086 06C

Section: US-191

Chase Creek & Red Mountain Overlook

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE

APACHE-SITGREAVES NATIONAL FOREST

THIS AGREEMENT is entered into 3 November, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, APACHE-SITGREAVES NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Title 16 USC 498 Ref: FSM 1584.11 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds to be used for the development of scenic byways and related projects. The Forest Service has been allocated ISTEA funds in the amount of \$130,505.00, with a \$32,626.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20273</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/03/95</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky V. Harnwood</u>

## II. SCOPE

### 1. The Forest Service will:

a. Provide design plans, specifications or such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for improvements to the existing turnout, including adding a physically challenged accessible viewing platform w/handrail, and interpretive, approach and regulatory signs at the Chase Creek Overlook, and a rest stop, including a 6 vehicle parking area, an observation deck, picnic tables, fire grills, interpretive signage, interpretive kiosk and trail at the Red Mountain Overlook. Be responsible for any contractor claims for extra compensation, and upon completion provide maintenance.

b. Invoice the State for the cost of the improvements, in a total amount not to exceed \$163,132.00.

### 2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$163,132.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Apache-Sitgreaves National Forest  
Forest Supervisor  
Box 640  
Springerville, AZ 85938

8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**US DEPARTMENT OF AGRICULTURE**

Apache-Sitgreaves National Forest

**STATE OF ARIZONA**

Department of Transportation

By 

JOHN BEDELL  
Forest Supervisor

By 

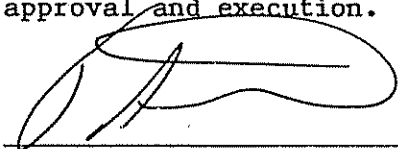
PETER L. ENO  
Contract Administrator

573/13-15  
18jul

RESOLUTION

BE IT RESOLVED on this 11th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Department of Agriculture, Forest Service for the purpose of defining responsibilities for pass through of ISTEA funds for design, construction and maintenance of various Scenic Byway Interim Funds improvements.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
\_\_\_\_\_  
for LARRY S. BONINE  
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1549-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of October, 1995.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8957G/46